

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS SUCCESSOR AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85864775	BUCKLEY MADOLE, P.C.	
Serial Number:	85779506	CONTINUOUS COMPLIANCE MODEL IN BANKRUPTC	
Registration Number:	3338099	PACT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128767708		
Email:	BETH.ARNOLD@LW.COM		
Correspondent Name:	BETH ARNOLD, LATHAM & WATKINS LLP		
Address Line 1:	330 N. WABASH AVE., STE. 2800		
Address Line 4:	CHICAGO, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	025646-0000		
NAME OF SUBMITTER:	Beth Arnold		
SIGNATURE:	/s/ Beth Arnold		
DATE SIGNED:	10/22/2015		
Total Attachments: 25			

CH \$90.00 85864775

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Collateral Agent**”).

RECITALS:

WHEREAS, BUCKLEY MADOLE, P.C. and N/B PACT, LLC, as “Grantors”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of October 31, 2013 and recorded with the United States Patent and Trademark Office on October 31, 2013 at Reel 5143, Frame 0180

Trademark Security Agreement dated as of December 17, 2012 and recorded with the United States Patent and Trademark Office on December 17, 2012 at Reel 004921, Frame 0015

Patent Security Agreement dated as of December 17, 2012 and recorded with the United States Patent and Trademark Office on December 17, 2012 at Reel 029481, Frame 0988

EXHIBIT B

See attached



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 4, 2013

PTAS

ELIZABETH ARNOLD
233 SOUTH WACKER DR., STE. 5800
CHICAGO, IL 60606

900270582

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/31/2013

REEL/FRAME: 5143/0180
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 16079-034784-0180

ASSIGNOR:

BUCKLEY MADOLE, P.C.

DOC DATE: 10/31/2013

CITIZENSHIP: UNITED STATES

ENTITY: PROFESSIONAL CORPORATION

ASSIGNEE:

GENERAL ELECTRIC CAPITAL CORPORATION

CITIZENSHIP: DELAWARE

ENTITY: CORPORATION

500 WEST MONROE

CHICAGO, ILLINOIS 60661

SERIAL NUMBER: 85864775

FILING DATE: 03/01/2013

REGISTRATION NUMBER: 4424893

REGISTRATION DATE: 10/29/2013

MARK: BUCKLEY MADOLE, P.C.

DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK SECURITY AGREEMENT

THIS **TRADEMARK SECURITY AGREEMENT**, dated as of October 31, 2013, is made by **BUCKLEY MADOLE, P.C.**, a Texas professional corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (as defined therein), National Bankruptcy Services, LLC, a Texas limited liability company, as the Borrower Representative, the other Credit Parties party thereto, General Electric Capital Corporation, a Delaware corporation, as administrative agent for the Lenders party thereto (in such capacity, "Agent") and for itself as a Lender (including as Swingline Lender) and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BUCKLEY MADOLE, P.C., as Grantor

By: 

Name: Lawrence J. Buckley

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name:

Title:

Bruce M. Rempel
Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005650 FRAME: 0101

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
BUCKLEY MADOLE, P.C.	85864775	03/01/2013

3. IP LICENSES

None.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
N/B Pact, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85779506	CONTINUOUS COMPLIANCE MODEL IN BANKRUPTCY	
Registration Number:	3338099	PACT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8438		
Email:	raquel.pena@kattenlaw.com		
Correspondent Name:	Raquel Pena c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-484		
NAME OF SUBMITTER:	Raquel Pena		
Signature:	/Raquel Pena/		

CH \$65.00 85779506

Date:

12/17/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2012, is made by N/B PACT, LLC, a Delaware limited liability company ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (as defined therein), National Bankruptcy Services, LLC, a Texas limited liability company, as the Borrower Representative, the other Credit Parties party thereto, General Electric Capital Corporation, a Delaware corporation, as administrative agent for the Lenders party thereto (in such capacity, "Agent") and for itself as a Lender (including as Swingline Lender) and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

N/B PACT, LLC, as Grantor

By: 

Name: Harry Buckley

Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED
as of the year and date first written above:

AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation, as Agent

By: 

Name: Brett Lauber

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Appln No.	Appln Date	Reg. No.	Reg. Date
PACT	77050031	11/22/2006	3338099	11/20/2007

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
Continuous Compliance Model in Bankruptcy	85779506	11/14/2012

3. IP LICENSES

None.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 18, 2012

PTAS

RAQUEL PENA C/O KATTEN MUCHIN ROSENMAN
525 WEST MONROE STREET
CHICAGO, IL 60661

502165311

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 12/17/2012

REEL/FRAME: 029481/0988
NUMBER OF PAGES: 6

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 207170-484

ASSIGNOR:
N/B PACT, LLC

DOC DATE: 12/17/2012

ASSIGNEE:
GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT
500 WEST MONROE STREET
CHICAGO, ILLINOIS 60661

APPLICATION NUMBER: 11852086
PATENT NUMBER: 7856385
TITLE: SYSTEM AND METHOD FOR MANAGEMENT AND PROCESSING OF BANKRUPTCY CLAIMS AND PAYMENTS

FILING DATE: 09/07/2007
ISSUE DATE: 12/21/2010

APPLICATION NUMBER: 12945270
PATENT NUMBER:
TITLE: SYSTEM AND METHOD PAYMENT ALLOCATION AND PROCESSING OF BANKRUPTCY CLAIMS

FILING DATE: 11/12/2010
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
N/B Pact, LLC	12/17/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11852086
Application Number:	12945270
CORRESPONDENCE DATA	
Fax Number:	3129021061
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8438
Email:	raquel.pena@kattenlaw.com
Correspondent Name:	Raquel Pena c/o Katten Muchin Rosenman
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-484
NAME OF SUBMITTER:	Raquel Pena
Total Attachments: 5 source=PSA - NB#page1.tif source=PSA - NB#page2.tif source=PSA - NB#page3.tif source=PSA - NB#page4.tif source=PSA - NB#page5.tif	

CH \$80.00 11852086

PATENT SECURITY AGREEMENT

THIS **PATENT SECURITY AGREEMENT**, dated as of December 17, 2012, is made by **N/B PACT, LLC**, a Delaware limited liability company ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (as defined therein), National Bankruptcy Services, LLC, a Texas limited liability company, as the Borrower Representative, the other Credit Parties party thereto, General Electric Capital Corporation, a Delaware corporation, as administrative agent for the Lenders party thereto (in such capacity, "Agent") and for itself as a Lender (including as Swingline Lender) and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral");

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

N/B PACT, LLC, as Grantor

By: 

Name: Larry Buckley

Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED
as of the year and date first written above:

AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation, as Agent

By: 

Name: Brett Lauber

Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	Appln No.	Appln Date	Reg. No.	Reg. Date
SYSTEM AND METHOD FOR MANAGEMENT AND PROCESSING OF BANKRUPTCY CLAIMS AND PAYMENTS	11852086	09/07/2007	7856385	12/21/2010

2. PATENT APPLICATIONS

Patent	Appln No.	Appln Date
SYSTEM AND METHOD PAYMENT ALLOCATION AND PROCESSING OF BANKRUPTCY CLAIMS	12/945/270	11/12/2010

3. IP LICENSES

None.